



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

June 9, 2020

Bert Volger, Ph.D
Agent for HELM Agro US, Inc.
401 E. Jackson St., Suite 1400
Tampa, FL 33602

Subject: Label Amendment – Revise container handling statement on label
Product Name: Quizalofop TC
EPA Registration Number: 74530-78
Application Date: August 12, 2019
Decision Number: 554112

Dear Dr. Volger:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing conditions on your registration and any deadlines connected with them.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

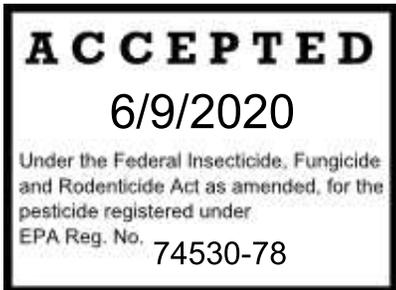
Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6. If you have any questions, please contact Theresa Gerber at 703-347-8583 or by email at gerber.theresa@epa.gov.

Sincerely,

Emily Schmid

Emily Schmid, Product Manager 25
Herbicide Branch
Registration Division (7505P)
Office of Pesticide Programs

Enclosure



Quizalofop TC

HERBICIDE FOR FORMULATING USE ONLY

Active Ingredient:

Quizalofop P-ethyl: Ethyl (*R*)-2-[4-(6-chloroquinoxalin-2-yloxy)phenoxy]propionate. ... 95.7%

Other Ingredients:..... 4.3%

Total: 100.0%

KEEP OUT OF REACH OF CHILDREN CAUTION

EPA Reg. No. 74530-78
Net Contents: _____

EPA Est No. _____

| FIRST AID | |
|--|---|
| If swallowed | <ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give anything to an unconscious person. |
| If on skin or clothing | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice. |
| If inhaled | <ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for treatment advice. |
| Have the product container or label with you when calling a poison control center or doctor, or going for treatment. | |
| HOT LINE NUMBER | |
| Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For chemical emergency: Spill, leak, fire, exposure, or accident, call CHEMTREC 1-800-424-9300. | |

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Harmful if swallowed, absorbed through skin, or inhaled. Avoid contact with skin, eyes or clothing. Avoid breathing dust. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

ENVIRONMENTAL HAZARDS

DO NOT discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a NPDES (National Pollutant Discharge Elimination System) permit and the permitting authority has been notified in writing prior to discharge. DO NOT discharge effluent containing this product into sewer systems without previously notifying the local sewage treatment plant authority. DO NOT contaminate water when disposing of equipment washwaters. For guidance, contact your State Water Board or Regional Office of the Environmental Protection Agency.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

| This product is only for formulation into an herbicide for use on: | |
|--|---|
| 1. | Terrestrial Food Crops: Borage, Crambe, Cotton, Cuphea, Dry & Succulent Beans, Dry and Succulent Peas, Echium, Flax, Gold of Pleasure (Camelina), Grain Sorghum, Hare's Ear Mustard, Lesquerella, Lunaria, Meadowfoam, Milkweed, Mint (Peppermint, Spearmint), Mustard Seed, Oil Radish, Pineapple, Poppy Seed, Rapeseed (Canola), Sesame, Soybeans, Sugarbeets, Sunflower and Sweet Rocket. Terrestrial non-crop areas. |
| 2. | Uses for which the US EPA has accepted the required data or citations of data that the formulator has submitted in support of registration. |
| 3. | Uses for experimental purposes that are in compliance with US EPA requirements. |
| 4. | This product may be used to formulate products for specific uses(s) not listed on this label if the formulator, user group, or grower has complied with US EPA data submission requirements regarding the support of such use(s). Formulators are responsible for obtaining EPA registration for their end-use product(s). |

STORAGE AND DISPOSAL

DO NOT contaminate water, food or feed by storage, or disposal.

PESTICIDE STORAGE: Store only in original container in a well-ventilated area separate from fertilizer feed and food stuffs. Avoid cross-contamination with other crop protection products. Store in a cool, dry place.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

CONTAINER HANDLING:

Nonrefillable container (flexible bags – all weights). Do not reuse or refill this container. Completely empty bag into application equipment. Offer for recycling, if available or dispose of empty bag in an approved sanitary landfill or by incineration if allowed by State and local authorities.

Nonrefillable container (rigid - 50 lbs or less). Do not reuse or refill this container. Completely empty liner into application equipment by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into processing equipment. Triple rinse liner, then dispose rinsate on site or place in holding tank for disposal or to be used in formulation(s). Dispose liner in an approved sanitary landfill or by incineration if allowed by State and local authorities. Offer the drum for recycling if available.

LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

Follow Directions for Use of this product carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of Helm Agro US, Inc. or Seller. To the extent of applicable law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Helm and Seller harmless for any claims relating to such factors.

Helm warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. This warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or

under conditions not reasonably foreseeable to or beyond the control of Seller or Helm, and Buyer and User assume the risk of any such use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, HELM MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**

To the extent consistent with applicable law, in no event shall Helm or Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF HELM AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF HELM OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

Helm and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by a duly authorized representative of Helm.

Manufactured for:



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